

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO. 2085CV01238D

\_\_\_\_\_  
JOHN NORDQUIST,

Plaintiff,

vs.

BECKET ACADEMY, INC.,

Defendant.  
\_\_\_\_\_

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CLERK OF COURTS  
WORCESTER COUNTY

COMPLAINT

Plaintiff brings this action to collect damages caused by Defendant's breach of a lease agreement.

**PARTIES AND JURISDICTION**

1. Plaintiff John Nordquist ("Plaintiff" or "Mr. Nordquist") is a Massachusetts resident with an address of 10 Chadwick Street, #1, Worcester, MA 01605.
2. Defendant Becket Academy, Inc. ("Defendant" or "Becket") is a Maine nonprofit corporation with a usual place of business in Orford, New Hampshire.
3. This Court has jurisdiction over this matter pursuant to M.G.L. c. 212 Section 3.
4. Venue is appropriate pursuant to M.G.L. c. 223 Section 1.

### **FACTS COMMON TO ALL COUNTS**

5. The Plaintiff owns various investment properties in Massachusetts including certain real property located at 64 Brownell Avenue, New Bedford, Massachusetts (the “Property”).

6. Defendant operates several facilities providing services to individuals with behavioral, emotional, and/or psychological challenges, including residential group homes.

7. Pursuant to a certain Lease (the “Lease”) dated August 1, 2015 by and between Plaintiff and Defendant, the Defendant leased the Property from the Plaintiff to use as a residential group home. A copy of the Lease is attached hereto as Exhibit 1 and incorporated herein by this reference.

8. The Lease expired by its terms on July 31, 2020 and was not extended.

9. Defendant surrendered possession of the Property at the end of July 2020.

10. During the time of its occupation of the Property, the Defendant failed to maintain the Property in good condition.

11. Additionally, various damage occurred at the Property during the operation of the group home by the Defendant, which the Defendant failed to properly remediate.

12. The Property suffered extensive water damage in or around early 2019 when Defendant failed to adequately heat the building and pipes burst.

13. Upon information and belief, Defendant prosecuted an insurance claim relative to the burst pipes and received payment from its insurance carrier in an amount currently unknown to the Plaintiff.

14. Defendant undertook certain repairs after the burst pipes, but used inferior materials and the workmanship on many aspects of the repair project was shoddy.

15. Defendant also removed various items throughout the course of the Lease term and failed to replace them.

16. A non-exhaustive list of the damage to the Property and its contents which the Defendant caused or allowed to occur include (a) French doors present at Lease inception are no longer present (b) smoke detectors and carbon monoxide detectors are missing, (c) irrigation system sprinklers are non-functional (d) a large decorative tree was removed from yard (e) interior walls and trim are in need of paint (f) several windows had plexiglass screwed in over them and the window are in need of replacement and (g) hardwood floors were left poorly finished and with nail holes.

17. At the conclusion of the Lease, the Property was not left in the condition required by the Lease.

18. As a result of the Defendant's failure to maintain and properly repair the Property as required by the Lease, the Plaintiff has suffered losses which include but are not limited to a reduced value of the Property.

### **COUNT I BREACH OF CONTRACT**

19. Plaintiff repeats all prior allegations as if expressly re-written herein.

20. Pursuant to various provisions of the Lease including but not limited to Sections 9 and 19, Defendant was obligated to maintain and repair the Property.

21. Additionally, Defendant was obligated to surrender the Property to the Plaintiff at the conclusion of the Lease term in the same condition as of the commencement of the Lease.

22. Defendant has breached the Lease by failing to maintain and repair the Property.

23. Defendant has breached the Lease by failing to surrender the Property in the same condition as of the time of the commencement of the Lease.

24. Plaintiff has suffered damages as a result of the foregoing breaches which Plaintiff estimates exceed \$100,000.00.

25. Despite demand, Defendant has failed to remedy the damage it caused to the Property.

26. Plaintiff is entitled to judgment in his favor for all damages he has suffered as a result of the Defendant's breach of the Lease.

## **COUNT II INDEMNIFICATION**

27. Plaintiff repeats all prior allegations as if expressly re-written herein.

28. Pursuant to Section 14 of the Lease, Defendant agreed to indemnify Plaintiff for all losses arising from the Defendant's use or occupancy of the Property.

29. Plaintiff has suffered losses arising from the Defendant's use of the Property which the Plaintiff estimates exceed \$100,000.00.

30. Plaintiff is entitled judgment against Defendant requiring Defendant to indemnify Plaintiff for his losses.

WHEREFORE, Plaintiff John Nordquist requests the following relief:

- A. Judgment against Defendant in an amount to be proven at trial on Count I;
- B. Judgment against Defendant in an amount to be proven at trial on Count II;
- C. That Plaintiff be awarded his legal fees and other costs of enforcing the Lease; and
- D. Such other and further relief as is just and proper.

Respectfully submitted,

Plaintiff,

JOHN NORDQUIST

By his Attorneys,



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Dated: November 10, 2020